

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between: (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC"); and (D) each of the undersigned Workforce Development Partner Organizations/Programs (collectively, the "One-Stop Partners").

FACTUAL RECITALS

A. On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Public Law 113-128, into law. WIOA is designed to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training and education programs in the United States. WIOA supersedes the Workforce Investment Act of 1998 and amends other federal statutes, including the Adult Education and Family Literacy Act, the Wagner-Peyser Act and the Rehabilitation Act of 1973.

B. As the entity responsible for providing workforce development services to businesses and job seekers within the State-operated local areas in Colorado (the "Workforce Area"), the Workforce Board, with the agreement of the LEO Board, is required by Section 121 of WIOA to develop and enter into a memorandum of understanding with each One-Stop Partner that describes the operation of the "One-Stop Delivery System" in the Workforce Area and the individual sub-areas (the "Sub-Areas") that comprise the Workforce Area.

1. PURPOSE

It is CRWC's vision that every Colorado business have access to a skilled workforce and that every Coloradoan has access to meaningful employment, resulting in statewide economic vitality. It is CRWC's mission to foster business-focused workforce partnerships, effectively preparing rural Coloradoans for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer communities of the Workforce Area. By encouraging collaboration between comprehensive workforce centers and a network of One-Stop Partners, this framework is designed to promote collaborative employment and training strategies that reflect the particular needs of the Workforce Area's and the Sub-Areas' local and regional economies.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, information regarding identifiable individuals compiled in any effort to anticipate, prevent, or monitor possible criminal activity.

B. **"CRWC"** means the Colorado Rural Workforce Consortium, including CRWC's administrative unit and the Workforce Area's local workforce centers. CRWC provides workforce development programs and services through the Workforce Area's local workforce centers.

C. **"FTI"** means federal and State tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation.

D. **"LEO Board"** means the Colorado Rural Workforce Consortium Board of Local Elected Officials, which is comprised of Local Elected Officials from each Sub-Area within the Workforce Area.

E. **"MOU Website"** means the website created and administered by CRWC for the purposes set forth in this MOU and located at <https://www.colorado.gov/pacific/crwc>.

F. **"Non-State Party"** means any Party to this MOU that is not a department, board, office, commission, institution or other instrumentality of the State of Colorado (the "State"). Non-State Parties shall include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.

G. **"One-Stop-Partner"** means an organization that carries out workforce development programs and activities in the Workforce Area. Pursuant to WIOA §3(42), One-Stop Partners include both Required Partners who carry out the programs and activities set forth in WIOA §121(b)(1)(A) and Additional Partners who, with the approval of the local board and chief elected official, carry out the programs and activities described in WIOA §121(b)(2)(B).

H. **"Parties"** means the Workforce Board, the LEO Board, CRWC and each of the One-Stop Partners.

I. **"PCI"** means payment card information data including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by State or federal law.

J. **"PII"** means personally identifiable information including, without limitation, any information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

K. **"PHI"** means protected health information including, without limitation, any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. PHI includes any part of an individual's medical record or payment history.

L. **"Confidential Information"** means all PHI, PII, PCI, FTI and CJI.

M. **"State Records"** means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished or disclosed by the State to another Party. State Records include information subject to disclosure under the Colorado Open Records Act, C.R.S. §§24-72-200.1, et seq. ("CORA").

N. "Workforce Board" means the Rural Consortium Workforce Development Board.

3. EFFECTIVE DATE AND TERM

The Parties' performance under this non-financial MOU shall commence on the later of (a) July 1, 2016 or (b) the date this MOU becomes fully executed (the "Effective Date"). This MOU shall remain in effect until June 30, 2017, unless terminated earlier or extended further by mutual agreement of the Parties as specified herein.

4. DELEGATION OF ADMINISTRATIVE DUTIES TO CRWC

The Workforce Board hereby delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Workforce Area to CRWC. These duties include, without limitation (a) keeping and maintaining the original copies of the MOU and the Exhibits; and (b) maintaining the MOU Website.

5. DESIGNATION OF COMPREHENSIVE ONE-STOP-CENTER; SATELLITE WORKFORCE CENTERS

A. The Workforce Board and LEO Board hereby designate the following location as the Workforce Area's comprehensive "One-Stop Center":

Pueblo Workforce Center
212 West 3rd Street
Pueblo, CO 81003
(719) 543-0190
cdlepueblowfc@state.co.us

B. CRWC agrees to notify all Parties in the event that the Workforce Board and LEO Board change the location of the Workforce Area's comprehensive "One-Stop Center."

C. CRWC shall maintain an accurate list of all currently-operating satellite workforce centers in the Workforce Area at the MOU Website.

6. ONE-STOP PARTNERS; SERVICES PROVIDED

A. One-Stop Partner Programs and Activities

WIOA §121(b)(1)(B) sets forth the following list of program and activities that are required to be carried out by One-Stop Partners:

- (i) programs authorized under WIOA, including Adult, Dislocated Worker and Youth programs;
- (ii) programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), including Labor Exchange/Job Match programs;
- (iii) adult education and literacy activities authorized under WIOA title II, including Adult Education and Literacy programs;
- (iv) programs authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741), including Vocational Rehabilitation Services;
- (v) activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.), including the Senior Community Service Employment Program (SCSEP);
- (vi) career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), including community college career and technical education programs;

- (vii) activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.), including Trade Adjustment Assistance for Workers Programs;
- (viii) activities authorized under chapter 41 of title 38 of the United States Code, including Veterans Services programs;
- (ix) employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.);
- (x) employment and training activities carried out by the Department of Housing and Urban Development, including Block grants for the purpose of reducing poverty and empowerment of low-income families;
- (xi) programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- (xii) programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532), including U.S. Department of Justice-funded projects to reduce recidivism and improve outcomes of individuals returning from state and federal prisons; and
- (xiii) programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to WIOA §121(C), including TANF and Colorado Works programs.

WIOA §121(b)(1)(A) further provides that each entity that carries out one of these programs or activities shall: (i) provide access through the One-Stop Delivery System to such program or activities carried out by the entity, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at workforce centers (in addition to any other appropriate locations); (ii) use a portion of the funds available for the program and activities to maintain the One-Stop Delivery System, including payment of the infrastructure costs of workforce centers in accordance with WIOA §121(h); (iii) enter into a memorandum of understanding with the local board relating to the operation of the One-Stop System that meets the requirements of WIOA §121(c); and (iv) participate in the operation of the One-Stop Delivery System consistent with the terms of the memorandum of understanding, the requirements of WIOA title I, and the requirements of the federal laws authorizing the program or activities.

WIOA §121(b)(2)(A) further provides that, in addition to the One-Stop Partners that carry out the workforce development programs set forth in WIOA §121(b)(1)(B), other One-Stop Partners, with the approval of the Workforce Area's local board and chief elected official, may carry out the following programs and activities:

- (i) employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act (42 U.S.C. 1320b-19);
- (ii) employment and training programs carried out by the Small Business Administration;
- (iii) programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4));
- (iv) work programs authorized under section 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(o));
- (v) programs carried out under section 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732);
- (vi) programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.); and
- (vii) other appropriate Federal, State or local programs, including employment, education and training programs provided by public libraries or other community based organizations.

B. Specific One-Stop Partner Services

(i) Prior to its execution of this MOU, each initial One-Stop Partner shall complete and deliver to CRWC a copy of Exhibit A hereto, which sets forth the specific services that such One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. An authorized representative of each One-Stop Partner shall sign and date the completed Exhibit A and deliver the original, signed copy to CRWC's designated representatives in accordance with Section 8 of this MOU, who shall append a copy of such completed Exhibit A to this MOU. Each completed, signed copy of Exhibit A is incorporated by reference into this MOU as if fully set forth herein.

(ii) Beginning on the Effective Date and continuing throughout the period that this MOU remains in effect, each One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, CRWC and the other One-Stop Partners to carry out the provisions of this MOU and to provide the services set forth in its signed Exhibit A. Each One-Stop Partner agrees (a) to promptly notify the Workforce Board and the LEO Board if, for any reason, such One-Stop Partner fails to provide or is unable to provide the services set forth in its signed Exhibit A and (b) to amend their Exhibit A in accordance with Section 10 of this MOU if, for any reason, its Exhibit A no longer accurately or completely describes the services provided by One-Stop Partner.

(iii) CRWC will maintain a complete list of each current Exhibit A on the MOU Website.

7. CONFIDENTIALITY OF RECORDS

A. The Parties shall hold and maintain all State Records that the State provides or makes available to such Party in confidence. Except as otherwise stated in this MOU, a Party shall not use for its own benefit, publish, copy, disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, without first obtaining the written approval of the State agency that provided the State Records (the "Providing Agency"). Each Party shall immediately forward any request or demand for State Records to the principal representatives of the Providing Agency listed in Section 8 or Exhibit B to the MOU. Upon the expiration or termination of this MOU, each Party shall, at the election of each Providing Agency, return all State Records in the possession of such Party to the appropriate Providing Agency or destroy such State Records and certify to the appropriate Providing Agency that it has done so. In the event that a Party is prevented by law or regulation from returning or destroying State Records, such Party warrants that it will guarantee the confidentiality of, and cease to use, such State Records.

B. Each Party shall restrict access to Confidential Information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each Party shall ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the model nondisclosure agreement provided on the MOU Website, and that such nondisclosure agreements remain in force at all times that the agent, employee, assign or subcontractor has access to any Confidential Information.

C. Each Party shall use, hold and maintain Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located. Each Party shall provide the Workforce Board with access, subject to such Party's reasonable security requirements, for purposes of inspecting and monitoring access and use of Confidential Information and evaluating security control effectiveness.

D. This §7 shall be deemed to supplement and not replace any additional confidentiality requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other confidentiality requirements in addition to those set forth in this §7.

E. To the extent permitted by this §7 and applicable law, the Parties shall share Confidential Information with other Parties to the extent that such sharing would help advance the purposes of this MOU.

8. NOTICE PROCEDURE

For the purpose of this MOU, the persons listed below are designated the representatives of the Parties. All notices required or permitted under this MOU shall be in writing and shall be deemed given when (a) personally served or (b) three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated herein. The Parties may designate in writing a new or substitute representative.

A. For the Workforce Board:

Danielle S. Kirkpatrick
Chair, Colorado Rural Workforce Consortium Workforce Development Board
699 Main Avenue
Durango, CO 81301
970-375-7181
daniellem7@aol.com

B. For the LEO Board:

Debbie Bell
Chair, CRWC Board of Local Elected Officials
615 Macon Avenue
Canon City, CO 81212
719-276-7300
Debbie.bell@fremontco.com

C. For CRWC:

Angie Oswalt
CRWC Operations Manager
Colorado Department of Labor and Employment
Division of Employment and Training
633 17th Street, 7th Floor
Denver, CO 80202
(303) 318-8810
Angie.oswalt@state.co.us

with copies to:

Lisa Eze
Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor

Denver, CO 80202
303-318-8054
Lisa.eze@state.co.us

and:

William Dowling
Director
Colorado Department of Labor and Employment
Division of Employment and Training
633 17th Street, 7th Floor
Denver, CO 80202
(303) 318-8002
William.dowling@state.co.us

D. For the One-Stop Partners

A list of all One-Stop Partners as of the Effective Date, their designated representatives and their contact information is set forth in Exhibit B hereto and is incorporated by reference herein. CRWC shall maintain a current list of all active One-Stop Partners on the MOU Website.

9. NOTICE OF PENDING LITIGATION

Each Party shall notify CRWC, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.

10. AMENDMENTS; WITHDRAWAL; TERMINATION; SUBSTITUTION

The main body (i.e., the numbered sections) of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties. Notwithstanding the foregoing:

(i) Any individual One-Stop Partner may, with the prior consent of the Workforce Board and the LEO Board, execute and deliver to CRWC an amended Exhibit A to reflect changes in the services provided by such One-Stop Partner. Upon receipt of an amended Exhibit A from a One-Stop Partner, CRWC will replace the original Exhibit A with the amended Exhibit A in the MOU and on the MOU Website.

(ii) Any individual One-Stop Partner may withdraw from this MOU at any time by providing notice to the Workforce Board, the LEO Board and CRWC in accordance with Section 8 of this MOU of such One-Stop Partner's intent to withdraw. Unless otherwise agreed to by the Workforce Board and the LEO Board, such withdrawal shall become effective sixty (60) days after delivery of such notice. Upon withdrawal from this MOU, such One-Stop Partner will be deemed to have automatically withdrawn from membership on such One-Stop Partner's local workforce board. Such withdrawal shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the withdrawing One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the withdrawing One-Stop Partner from its obligations hereunder accruing prior to the effective date of its withdrawal.

(iii) The Workforce Board, with the agreement of the LEO Board, may terminate the rights and obligations of any individual One-Stop Partner under this MOU at any time by providing notice in writing to the One-Stop Partner being terminated. Unless otherwise agreed by the Workforce Board

and the LEO Board, such termination shall become effective sixty (60) days after delivery of such notice. Upon termination from this MOU, such One-Stop Partner will be deemed to have automatically terminated from membership on such One-Stop Partner's local workforce board. The termination of a One-Stop Partner pursuant to this section shall not (i) terminate this MOU; (ii) impact the rights and responsibilities of the remaining Parties under this MOU; (iii) relieve the terminated One-Stop Partner from any obligations that arise from a source outside of this MOU (including obligations that arise pursuant to the terms of a contract or grant agreement); or (iv) relieve the terminated One-Stop Partner from its obligations hereunder accruing prior to the effective date of its termination.

(iv) In the event that a One-Stop Partner withdraws or is terminated from this MOU, the Workforce Board, with the agreement of the LEO Board, may select and engage one or more replacement One-Stop Partner(s) by having each replacement One-Stop Partner execute a copy of this MOU and complete and sign Exhibit A, reflecting the services to be provided by the replacement One-Stop Partner. Unless otherwise agreed by the Workforce Board and the LEO Board, such replacement shall become effective only after the replacement One-Stop Partner (a) executes and delivers a copy of this MOU to CRWC; and (b) completes, executes and delivers Exhibit A to CRWC. Upon receipt of an executed MOU and Exhibit A from a replacement One-Stop Partner, CRWC will retain the original executed MOU and Exhibit A and update Exhibits A and B on the MOU Website, as appropriate.

11. ASSIGNMENT

The One-Stop Partners' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the LEO Board. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board and the LEO Board shall be void.

12. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.

13. INDEPENDENT CONTRACTORS

No employee relationship shall arise between the State of Colorado and any Party, or any agent or employee of any Party, by virtue of this MOU. Rather, each Non-State Party shall perform its duties hereunder as an independent contractor and not as an employee of the State. No Party or its employees or agents shall become entitled to unemployment insurance or workers compensation benefits through the State, and the State shall not become obligated to pay for or otherwise provide such coverage, by virtue of this MOU. The Parties shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this MOU. The Parties shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents. No Party shall have authorization, express or implied, to bind the State to any agreement, liability or understanding by virtue of this MOU, except as expressly set forth herein.

14. SEVERABILITY

Any provision of this MOU that is deemed invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.

15. COMPLIANCE WITH LAW

The Parties shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws, rules and regulations applicable to discrimination and unfair employment practices. Any changes to such laws are deemed to have been incorporated into this MOU as of the date such changes take effect. The Parties further agree that One-Stop Partner employees and One-Stop Service applicants, customers and participants shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, genetics, political affiliation, belief or citizenship status.

16. CORA DISCLOSURE

To the extent not prohibited by federal law, this MOU and the performance measures and standards under C.R.S. § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-71-101, et seq.

17. NO THIRD PARTY BENEFICIARIES

This MOU and all rights and obligations hereunder are reserved solely for the Parties. Any benefits that any third parties receive as a result of this MOU or the Parties' performance hereunder are purely incidental and do not give such third parties any right to enforce the terms of this MOU.

18. RECORD MAINTENANCE AND INSPECTION

Each One-Stop Partner shall make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the performance of such One-Stop Partner hereunder until the later to occur of: (i) a period of three (3) years after the date this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to this MOU or the Parties' rights and obligations hereunder. This §18 shall be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other record maintenance and inspection requirements in addition to those set forth in this §18.

19. RESPONSIBILITY FOR EMPLOYMENT AND OTHER RELATED BENEFITS

All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work related issues arise, such employing entity shall be solely responsible for the resolution of such issue. Each Party shall be solely responsible for providing all employment-related benefits to its employees and for complying with all employment laws and regulations, including without limitation all federal and state income tax, workers' compensation and unemployment insurance laws and regulations.

20. CONFLICTS OF INTEREST

Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the State's interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.

21. COUNTERPARTS

This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

22. ENTIRE UNDERSTANDING

The MOU and Exhibits represent the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any effect whatsoever, unless embodied herein.

23. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.

24. DISPUTE RESOLUTION

All Parties agree that they shall attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations hereunder, through informal discussions among the affected One-Stop Parties, the Workforce Board, the LEO Board and CRWC. If such Parties are unable to resolve their dispute through informal discussion, such Parties agree to submit their dispute to the Colorado Rural Workforce Board Executive Committee (the "Executive Committee") for resolution. The Executive Committee's determination shall be final.

25. NON-STATE PARTY INDEMNIFICATION

Each Non-State Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant shall survive the termination of the MOU.

26. MOU RECORDKEEPING AND ADMINISTRATIVE TASKS

CRWC shall be responsible for maintaining the original, signed copies of this MOU, the Exhibits, and any amendments thereto. CRWC shall be responsible for maintaining the MOU Website and ensuring that the MOU Website contains (i) current copies of the MOU and the Exhibits; (ii) a current list of all active One-Stop Partners and their designated representatives and contact information; (iii) an accurate list of all currently-operating satellite workforce centers in the Workforce Area; and (iv) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the Parties.

27. PRESS RELEASES AND COMMUNICATIONS

All Parties agree that the Workforce Board and the LEO Board are authorized to communicate with the press, television, radio or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU without prior notice to, or consent from, the One-Stop Partners. Notwithstanding the foregoing, the Workforce Board and the LEO Board shall

notify and consult with a One-Stop Partner before making any media communications that makes specific reference to that One-Stop Partner. No One-Stop Partner may communicate with the press, television, radio or other form of media regarding this MOU or the Parties' performance contemplated by the MOU without first obtaining the consent of the Workforce Board and the LEO Board.

28. AUTHORIZATION

Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested by CRWC, each Party agrees to provide CRWC with proof of such authority within fifteen (15) days of receiving such request.

The Rest of This Page Left Intentionally Blank

THE PARTIES HERETO HAVE EXECUTED THIS MOU

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

**COLORADO RURAL WORKFORCE
CONSORTIUM BOARD OF LOCAL
ELECTED OFFICIALS**

By: _____
*Debbie Bell, Chair


Date: _____

**RURAL CONSORTIUM WORKFORCE
DEVELOPMENT BOARD**

By:  _____
*Danielle S. Kirkpatrick, Chair

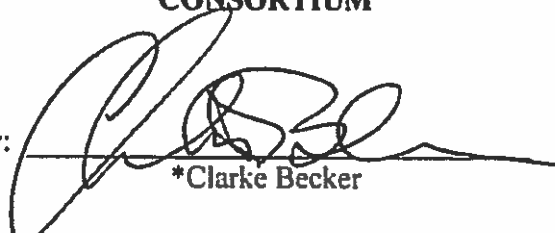
Date: June 7, 2016

**COLORADO DEPARTMENT OF LABOR
AND EMPLOYMENT**

By:  _____
*William B. Dowling, Director
Division of Employment and Training

Date: 6/22/16

**COLORADO RURAL WORKFORCE
CONSORTIUM**

By:  _____
*Clarke Becker

Date: 6/22/16

THE PARTIES HERETO HAVE EXECUTED THIS MOU

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

**COLORADO RURAL WORKFORCE
CONSORTIUM BOARD OF LOCAL
ELECTED OFFICIALS**

By: Debbie Bell
*Debbie Bell, Chair

Date: June 07, 2016

**RURAL CONSORTIUM WORKFORCE
DEVELOPMENT BOARD**

By: _____
*Danielle S. Kirkpatrick, Chair

Date: _____

**COLORADO DEPARTMENT OF LABOR
AND EMPLOYMENT**

By: _____
*William B. Dowling, Director
Division of Employment and Training

Date: _____

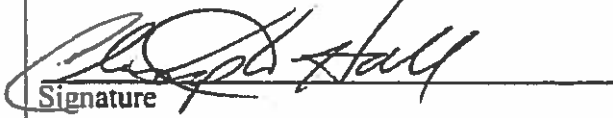
**COLORADO RURAL WORKFORCE
CONSORTIUM**

By: _____
*Clarke Becker

Date: _____

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Rocky Mountain S.E.R./Jobs for Progress, Inc.


Signature

6/8/16
Date

Christopher Hall, Chief Executive Officer

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Colorado Department of Labor and Employment
Division of Unemployment Insurance



Jeff Fitzgerald, Director

6/24/16
Date

RC-2

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature

Al Gold

Date

5-26-16

Printed/Typed Name, Title

Al Gold

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Lincoln County Department of Human Services

Patricia Phillips
Signature

6/9/16
Date

Patricia Phillips, Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

MORGAN COUNTY DEPARTMENT OF HUMAN SERVICES

R. Segura
Signature

06/08/2016
Date

Rogelio Segura Administrator
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Cheyenne County Department of Human Services

Jennifer M Gribble
Signature

6/9/16
Date

Jennifer M Gribble, Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Sedgwick County Department of Human Services

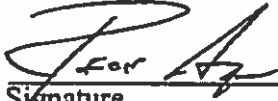
Lisa M Ault
Signature

6/9/16
Date

Lisa M Ault, Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Washington County Department of Human Services


Signature

6/9/16
Date

Rick Agan / DIRECTOR
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Phillips County Department of Human Services

Jacalyn Reynolds
Signature

6-17-2016
Date

Jacalyn Reynolds, Director
Printed/Typed Name, Title
Phillips Co Dept of Human Services

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Elbert County Department of Human Services

Jeri Spear
Signature

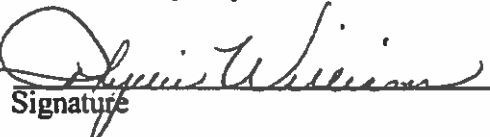
6/14/2016
Date

JERRI SPEAR, DIRECTOR
Printed/Typed Name, Title
Ed Ehmann County Manager

E-9

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Yuma County Department of Human Services


Signature

6-9-16
Date

Phyllis Williams, Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Morgan Community College, Adult Basic Education

Julie A Nichols
Signature

5-31-16
Date

Julie A Nichols

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Northeastern Junior College, Adult Basic Education

Leslie Helfer
Signature

6/9/15
Date

LESLIE HELFER, Program Director
Leslie Helfer

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Victoria A. Clark
Signature

6/28/16
Date

Victoria A. Clark, Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Fremont County Department of Human Services/Colorado Works



Signature

June 21, 2016

Date

Steven A. Clifton, Director

Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Judy Lohnes
Signature

6-24-16
Date

Judy Lohnes, Executive Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE STOP PARTNER

Signature Carolyn Waldvogel

Date June 30, 2016

Carolyn Waldvogel, Self Sufficiency Supervisor
Printed/Typed Name, Title

UA-3

Colorado Rural Workforce Consortium
Exhibit A – One-Stop Partner Services

* **Signature of One-Stop Partner:** By signing below, I swear and affirm that I am authorized to act on behalf of the One-Stop Partner identified below and that the information set forth in this Exhibit A is true, accurate and complete to the best of my knowledge, and acknowledge that the Parties to the MOU are relying on these representations.

Laura Lockhart

* Signature

06/24/2016

Date

Laura Lockhart

Printed/Typed Name, Title

Custer County Human Services

Name of One-Stop Partner

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature

Date

Printed/Typed Name, Title

Approved as
to form

Legend

RR-2

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

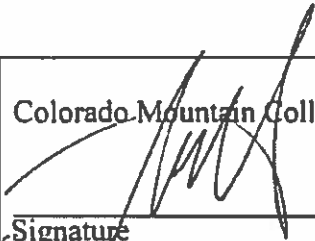
NAME OF ONE-STOP PARTNER

Mary Baydarian
Signature

6/15/16
Date

Mary Baydarian, Director
Printed/Typed Name, Title
Carfield County DHS

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Colorado Mountain College	
	
Signature	Date <u>6/22/16</u>
<u>Matt Gianneschi, Chief operating officer</u>	
Printed/Typed Name, Title	

RR-4

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER


Signature

6/8/16
Date

Dawn Farrington, Division Director, SUCAP/The Training Advantage
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Otero Junior College


Signature

James T. Rizzuto, President
Printed/Typed Name, Title

Date

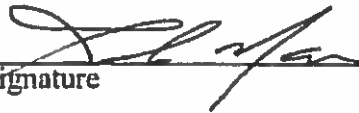
6/29/16

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER		RioGrande County Department of Social Services
Signature		6-15-16
Printed/Typed Name, Title	Jody Kern Director RioGrande County Department of Social Services	

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER


Signature

7-13-16
Date

Mr. John Marrin, President
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature

Date

Dawn Farrington, Division Director, SUCAP/The Training Advantage
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Durango Adult Education Center



Signature

6/8/16

Date

Teresa Malone, Executive Director

Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

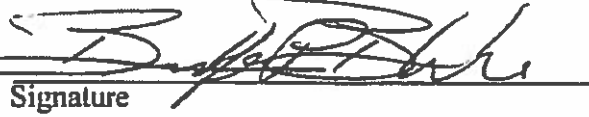
MA
Signature

6/26/2016
Date

Matthew A. Dodson
Matthew A. Dodson, LCSW, Archuleta County-Director of Human Services

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

La Plata County Department of Human Services


Signature

June 28th 2016
Date

Bradford P. Blake, Chair, La Plata County Board of County Commissioners
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Cecelia Robbins

Signature

June 28, 2016


Date

Cecelia Robbins, Pine River Community Learning Center Interim Director
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature



Date

6/28/16

Josiah Forkner Director

Printed/Typed Name, Title

Montezuma County DSS

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Malynda Evans
Signature

6/20/2016
Date

Malynda Evans Director
Printed/Typed Name, Title

Delores G S S

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER – Delta County Public Libraries

Gail Srebnik
Signature

June 1, 2016
Date

Gail Srebnik, Administrator of Literacy Programs
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature

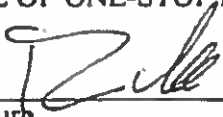
Date

Dawn Farrington, Division Director, SUCAP/The Training Advantage
Printed/Typed Name, Title

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER

Signature



Date


6/16/16

Printed/Typed Name, Title

Robert Lee - Director

* Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

NAME OF ONE-STOP PARTNER


Signature

6-21-16
Date

Frank Schoengarth, Broomfield Manager
Printed/Typed Name, Title

BR-1